

# EXHIBIT A

## Complaint



## COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

JENNIFER BIDDLE

vs.

REC BOAT HOLDINGS D/B/A

NO. 2022-01888

**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: Michael Douglas Power, Esq., ID: 48574

Self-Represented (Pro Se) Litigant ☐

Class Action Suit ☐ Yes ☒ No

MDJ Appeal ☐ Yes ☒ No

Money Damages Requested ☐

Commencement of Action:

Amount in Controversy:

Complaint

**Case Type and Code**

Contract:

Other

Other:

LEMON LAW

## Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

BUCKS

County

For Prothonotary Use Only:

Docket No:

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

## Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

JENNIFER BIDDLE AND PAUL FRENIER

Lead Defendant's Name:

REC BOAT HOLDINGS d/b/a AND ANCHOR BOATS

Are money damages requested? ☐ Yes ☐ NoDollar Amount Requested: ☒ within arbitration limits  
(check one) ☐ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Michael Power, Esq.

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT** (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT** (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

**CIVIL APPEALS**

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Zoning Board  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

**MASS TORT**

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☒ Other:  
\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL LIABILITY**

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:  
\_\_\_\_\_  
\_\_\_\_\_

**REAL PROPERTY**

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

**MISCELLANEOUS**

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☒ Other:  
\_\_\_\_\_  
\_\_\_\_\_



## **NOTICE**

**Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:**

**Rule 205.5. Cover Sheet**

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at [www.pacourts.us](http://www.pacourts.us).

## Exhibit A



Michael Power, Esquire  
 Identification No. 48574  
 Power & Associates, P.C.  
 1790 Wilmington Pike  
 Glen Mills, PA 19342  
 (610) 558-6220  
 power@lemonlawonline.com

Attorney for Plaintiffs

JENNIFER BIDDLE and  
 PAUL FRENIER  
 17 GRANITE ROAD  
 LEVITTOWN, PA 19057

Plaintiffs,

V.

REC BOAT HOLDINGS d/b/a  
 FOUR WINNS  
 925 FRISBIE STREET  
 CADILLAC, MICHIGAN 49601

And

ANCHOR BOATS  
 448 N. MAULDIN STREET  
 NORTH EAST, MARYLAND 21901

Defendants

COURT OF COMMON PLEAS  
 BUCKS COUNTY  
 PENNSYLVANIA

NO:

ARBITRATION CASE

### COMPLAINT

1. Plaintiffs, Jennifer Biddle and Paul Frenier (hereinafter referred to as "plaintiffs"), are individual residents of Pennsylvania residing at 17 Granite Road, Levittown, PA 19057.

2. Defendant, Rec Boat Holdings d/b/a/ Four Winns (hereinafter referred to as "Rec") is a business corporation which is qualified to, and does, conduct business in the Commonwealth of Pennsylvania and is located at 925 Frisbie Street, Cadillac, Michigan 49601.

3. Defendant, Anchor Boats (hereinafter referred to as “Anchor”) is a business entity which is conducts extensive business in the State of Pennsylvania and is located at 448 N. Mauldin Street, North East, Maryland 21901. Anchor is an authorized sales and service dealership for Rec Boats Holdings.

4. At times herein both defendants will be referred to jointly as “defendants”.

### **BACKGROUND**

5. On or about March 1, 2020, plaintiffs placed an order with Anchor for a 2021 Four Winns HD200 Surf RS boat (hull number PFWFN003F021) and trailer (trailer serial number 566FTBR22L20000021) along with a Volvo V6 280 engine (engine serial number A1105145). The purchase price of the boat, engine and trailer was \$64,450.

6. On or about June 24, 2020, plaintiffs took delivery of the boat, trailer and engine and paid \$14,450 down and financed the balance of \$50,000 over a period of 240 months. The retail installment sales agreement states the total purchase price is \$91,931. See Exhibit “B”.

7. The Boat and trailer were registered in the Commonwealth of Pennsylvania. See Exhibit “C”.

8. Plaintiffs aver that as a result of the ineffective repair attempts made by defendants and its authorized dealer(s), the boat, trailer and engine cannot be utilized for the purposes intended by plaintiffs at the time of acquisition and, as such, the boat, trailer and engine are greatly devalued.

9. Plaintiffs aver that attorney fees and costs of this action, recoverable elements of the claims asserted herein and a component of the amount in controversy.

10. At the time the above referenced boat was purchased, and at all pertinent times thereafter, the boat, trailer and engine were both expressly and impliedly warranted by defendants.



11. On or about June 24, 2020, plaintiffs took possession of the above-mentioned boat, trailer and engine and experienced non-conformities which substantially impair the use, value and/or safety of the boat, trailer and engine.

12. The non-conformities violate the express written warranties issued to plaintiffs by defendants.

13. Plaintiffs have returned their boat, trailer and engine to authorized repair facilities and their boat, trailer and engine have been subject to repair numerous times and has been out of service for extended periods of time and many of the non-conformities remain uncorrected.

14. In addition, the boat, trailer and engine have been, or will in the future be, out of service by reason of the non-conformities complained of for numerous additional days.

15. Plaintiffs have delivered the non-conforming boat, trailer and engine to defendants or their authorized service and repair dealers on numerous occasions. After a reasonable number of attempts, the defendants were unable to repair the non-conformities.

16. The boat, trailer and engine have suffered from numerous non-conformities including, but not limited to, the following:

- the boat does not drain properly necessitating that the front of the boat be placed on cinder blocks or other height elevating aids to allow for proper drainage;
- water leaks;
- high pitched noises from the engine and or fuel pump;
- defective stereo system;
- defective trailer including bottoming out of the boat and/or propellor when in transport;
- defective electrical system including wiring and/or batteries;
- center bag taking on water;
- defective covers;
- a mold and mildew condition on various boat surfaces;

17. The boat, trailer and engine continue to exhibit defects and non-conformities which substantially impair their use, value and/or safety.



18. Plaintiffs have been and will continue to be financially damaged due to defendants' intentional, reckless, wanton and negligent failure to comply with the provisions of defendants' express and implied warranty obligations.

19. In addition, plaintiffs aver defendant's Dispute Resolution Program, if any, have not been found in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

20. Plaintiffs seek a relief for losses due to the non-conformities and defects in the above-mentioned boat, trailer and engine in addition to reasonable attorney fees and all court costs.

**COUNT I**  
**PLAINTIFFS V. ALL DEFENDANTS**  
**MAGNUSON-MOSS CLAIM**

21. Plaintiffs hereby incorporate paragraphs 1 through 20 by reference as if set forth at length herein.

22. Plaintiffs are each a "Consumer" as defined by 15 U.S.C. §2301(3).

23. Defendants are each a "Warrantor" as defined by 15 U.S.C. §2301(5).

24. By the terms of the express written warranties and implied warranties referred to in this Complaint, defendants agreed to perform effective warranty repairs within a reasonable period of time and reasonable number of repair attempts at no charge for parts and/or labor.

25. Defendants have made attempts on numerous occasions to comply with the terms of their express warranties as well as the requirements of warranties imposed by law, however, such repair attempts have been ineffective and/or were not performed within a reasonable period of time and reasonable number of repair attempts.

26. Defendants have further refused to continue to perform repairs on certain of the

boat, trailer and engine components and/or systems despite earlier ineffective warranty repair attempts.

27. As a direct and proximate result of defendants' failure to comply with the express written warranties and warranties implied by law, plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

28. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all reasonable attorney fees are recoverable and are demanded against defendants.

WHEREFORE, Plaintiffs respectfully demands judgment in plaintiffs' favor and against defendants in an amount not to exceed \$50,000 plus reasonable attorneys fee and costs.

**COUNT II**  
**PLAINTIFF V. ALL DEFENDANTS**  
**BREACH OF WARRANTY**

29. Plaintiffs hereby incorporate paragraphs 1 through 28 by reference as if set forth at length herein.

30. The defects and non-conformities existing within the vehicle constitute a breach of contractual and statutory obligations of defendants including, but not limited to, the following:

- a. Express Warranty;
- b. Implied Warranty of Merchantability pursuant to the Uniform Commercial Code;
- c. Implied Warranty of Fitness for a Particular Purpose pursuant to the Uniform Commercial Code; and,
- d. Warranty of description.

31. The purpose for which plaintiffs purchased the boat, trailer and engine was their



personal, family and household use.

32. At the time of the vehicle purchase and at all times subsequent thereto, plaintiffs have justifiably relied upon defendants' express warranties and implied warranties of fitness for a particular purpose, implied warranties of merchantability and warranties of description.

33. At the time of the purchase and at all times subsequent thereto, defendants were aware plaintiffs were relying upon defendants' express and implied warranties, obligations, and representations with regard to the boat, trailer and engine.

34. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of defendants to honor their express and implied warranties.

35. Such damages include, but are not limited to, the purchase price of the boat, trailer and engine plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against defendants in an amount not to exceed \$50,000.

**COUNT III**  
**PLAINTIFFS V. ALL DEFENDANTS**  
**UNFAIR TRADE PRACTICE AND CONSUMER PROTECTION LAW**

36. Plaintiffs hereby incorporate paragraphs 1 through 35 by reference as if set forth at length herein.

37. Defendants' actions surrounding the sale and servicing of boat, trailer and engine were unconscionable. Defendants also acted with a reckless and callous disregard for plaintiffs' rights in negotiating and handling this claim. Defendants dangerously and recklessly failed to act upon plaintiffs' complaints or investigate the same exposing plaintiffs to ongoing danger and



financial detriment.

38. The servicing dealers which performed warranty repairs on plaintiffs' boat, trailer and engine are or were agents of the manufacturer who were working within the scope of their agency relationship.

39. Defendants have performed their warranty repairs on plaintiffs' boat, trailer and engine in a reckless and negligent fashion.

40. The invoices provided to plaintiffs for the warranty repairs performed failed to adequately disclose all material information regarding the repairs including all diagnosis made and all work performed. In addition, plaintiffs were not provided with repair invoices for all work performed by defendants

41. Plaintiffs believe, and therefore aver, that the reckless, wanton and willful conduct of defendants constitutes an unfair method of competition.

42. Defendants' conduct prior to, at the time of sale and after the date of sale, constituted an unfair method of competition and an unfair or deceptive act or practice as defendants misrepresented the characteristics, benefits, uses of the boat, trailer and engine; misrepresented the particular standard, quality or grade of the boat, trailer and engine as defined; advertised the features of the boat, trailer and engine with the intent not to sell the boat, trailer and engine as advertised; failed to comply with the terms of written guarantees and/or warranties and engaged in fraudulent and deceptive conduct which creates a likelihood of confusion or of misunderstanding.

43. Plaintiffs believe, and therefore aver, that the reckless, wanton and willful failure of defendants to comply with the terms of the written warranties constitutes an unfair method of competition.

44. Plaintiffs request the Court, in its discretion, to award exemplary damages due to defendants' unfair methods of competition and an unfair or deceptive acts or practices.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against defendants in an amount not to exceed \$50,000 plus attorney's fees and costs.

#### COUNT IV

#### **PLAINTIFFS V. ALL DEFENDANTS REVOCATION OF ACCEPTANCE OF CONTRACT**

45. Plaintiffs hereby incorporate paragraphs 1 through 44 by reference as if set forth at length herein.

46. The defects and the conditions suffered by the boat, trailer and engine substantially impair the boat, trailer and engine's use, value and safety and render it unfit for the purposes for which plaintiffs purchased the vehicle.

47. Plaintiffs, almost immediately after delivery of the boat, trailer and engine, complained to defendants regarding the boat, trailer and engine's various nonconformities.

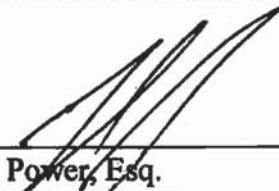
48. Plaintiff has notified defendants that it has revoked its acceptance of the boat, trailer and engine as a result of the various nonconformities.

49. Plaintiffs' revocation of acceptance was made in a timely manner.

50. Accordingly, plaintiffs demand that the purchase price, including all collateral charges be returned.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against  
defendants in an amount, not in excess of \$50,000 plus attorney's fees and costs.

**POWER & ASSOCIATES, P.C.**



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Michael Power, Esq.  
Attorneys for Plaintiff  
1790 Wilmington Pike, Suite 200  
Glen Mills, PA 19342  
(610) 558-6220





## ANCHOR BOAT SALES

448 N. MAULDIN AVE.  
NORTH EAST, MD 21901  
PHONE: (410) 287-8280  
FAX: 410-287-2974  
www.anchorboat.com

ordered Boat

No. 11406

CHASER'S

Paul Frenier and Jennifer Biddle

3/1/2020

PLEASE ENTER MY ORDER FOR ONE -

☒ BOAT☒ TRAILER☒ MOTOR

24	MAKE Four Winns	MODEL OR SERIES HD 200 SIA RS	STOCK NO.	COLOR Copper/Phantom	TRIM
NUMBER WFN003F021	ENGINE MODEL Volvo 16-280/40hp	ENGINE SERIAL NO. A1105145	OUTDRIVE SERIAL NO. A1102142		
ER MODEL Winns 2020	TRAILER SERIAL NO. 566FTBR 22L 20000 21	TO BE DELIVERED ON OR ABOUT		ASAP	
24 Four Winns HD 200 RS SIA / Volvo 16-280/40hp					CASH PRICE OF VEHICLE 62,400
OPTIONAL EQUIPMENT AND ACCESSORIES:					
Winns Painted Trailer					1,900
A Package, Extended Swim Platform, Wakeboard Tower, Wakeboard Rack, Filler Cushion, Marine Mat, Premium Seat Cushions, Bow/Guest Gr Guest Kit					
PAID JUN 24 2020 Ann Marie McCreary					
Winns Painted Trailer					
WARRANTY - GUARANTEE This Vehicle sold "AS-IS". No warranty or verbal agreement / representation will be binding!					
SUB-TOTAL					1,900
TOTAL OPTIONAL EQUIPMENT					1,900
TOTAL SALE					64,300
S BALANCE OWING TO -					
NET EQUITY					
DOCUMENTARY CHARGES AND FEES					
OF STATE BOAT/TRAILER 75/75	BOAT TITLE/REG.	UCC	DOCUMENT PROCESSING FEE	TRADE-IN CREDIT	
				BALANCE	
				PAID TAX	
				TOTAL DOCUMENTARY CHARGES AND FEES	
				SUB TOTAL	
				CASH DEPOSIT	
				UNPAID CASH BALANCE DUE ON DELIVERY	
DESCRIPTION OF TRADE IN					
MAKE None	MODEL	TRAILER	Check		
SERIAL OR FRAME NUMBER	ENGINE MODEL	ENGINE SERIAL NO.			

ent and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or  
I into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this vessels (s) except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed  
above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

SIGNED

Paul Frenier

PURCHASER

SIGNED

J. Biddle

CO-PURCHASER

ADDRESS

17 Granite Rd

S. PHONE

203-285-9344

BUS PHONE

EMAIL jblt@biddle.com

Thank You

Exhibit A



RYLAND SECURITY AGREEMENT  
(MARINE)

M&amp;T BANK

PLE INTEREST

Dated

Account #

ANNUAL  
PERCENTAGE RATEThe cost of your credit as  
a yearly rate.FINANCE  
CHARGEThe dollar amount the  
credit will cost you.

## Amount Financed

The amount of credit provided  
to you or on your behalf.

## Total of Payments

The amount you will have paid after you  
have made all scheduled payments.

## Total Sale Price

The total cost of your purchase on  
credit, including your downpayment  
of \$

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$ 1,100.00	Monthly, beginning 12/1/21
	\$	

Security: You are giving a security interest in the goods or property being  
purchased.Late Charge: If a payment is more than 10 days late, you will be charged 5% of  
the full payment amount.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: If the Property is to be used as a principal dwelling, someone  
buying the Property may not assume the remainder of the Contract on the  
original terms.

Lien Fees: \$

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds  
and penalties. e means estimate

This Security Agreement ("Contract"),

is made between  
SELLER: Anchor Boat 448 N. Mountain Ave. North East MD 21101  
Name Address Zip Codeare  
BUYER(S): Paul M. Bremer 17 Granite RD  
Jennifer L. Buckle Lewittown PA 19057  
Name(s) Address(es) County(ies) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

DS: Under the terms of this Contract, you have agreed to purchase the following described personal property, all of which is called the  
"Goods" in this Contract.

Description	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard	Year	Make or Name of Mfr.	Hull No.	Length	Weight
1. Motor	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard	2021	Yamaha	2021	20	200
2. Motor	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard	2021	Yamaha	2021	20	200
3. Motor	<input type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard					

The Equipment and Services Included (Describe):

Name of Vessel: Home Port: Gross Tons: Net Tons:

Registration or ID Number:

Winter Storage or Anchorage:

Summer Anchorage:

You must promptly advise us if you move the Goods to a new Summer Anchorage or Winter Storage Location.

DE-IN:

have traded in

following property:

Description

(Model/Serial No.)

The balance is still owing on the property you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to  
that any trade-in is free from liens, claims, encumbrances or security interests, except as shown in the "Cash Price, Downpayment and  
Trade-In" section as the amount of the "Lien Payoff".PROPERTY INSURANCE: You must obtain property (Hull or all Risk) Insurance. You may choose the person through whom insurance is  
obtained against loss or damage to the Property and against liability arising out of use or ownership of the Property. In this Contract, you are  
agreeing to insure the Property and keep it insured and to name us as "loss-payee" on the policy.VENDOR'S SINGLE INTEREST INSURANCE: ☐ If box is checked, we require Vendor's Single Interest Insurance. You may choose the person  
through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and your interest is  
covered. If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI  
Insurance Company". The insurer will have no right of subrogation under this policy.DIT INSURANCE IS NOT REQUIRED: Credit Life Insurance, Credit Disability Insurance and Credit Involuntary Unemployment Insurance  
are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Your insuranceThis Contract is between Seller and Buyer.  
All disclosures have been made by Seller.  
Seller intends to assign this Contract to the  
Assignee.

Cash Price, Downpayment and Trade-In	
Cash Price	
(including accessories, services and taxes)	
\$	64,300.00
Cash Downpayment	
\$	14,450.00
Value of Trade-In	
\$	
Lien Payoff	
\$	
Lien Payoff to:	

Itemization of Amount Financed	
Unpaid Cash Price Balance	
\$	49,850.00
Amounts Paid to Others on Your Behalf*	
License, Tags and Registration	
\$	
Lien Fees	
\$	
To Credit Insurance Company	
\$	
To VSI Insurance Company**	
\$	
To Property Insurance Company	
\$	
To GAP Insurance Company	
\$	
To:	
\$	
To:	
\$	
Other Amounts Financed	



36 (EP) 10-18



PA Fish & Boat Commission  
Division of Licensing & Registration  
PO Box 68900  
Harrisburg, PA 17106-8900  
610-262-8734  
www.fishandboat.com

## Application for Pennsylvania Boat Registration and/or Boat Title

PA Registration Number

**A Please check proper block:** ☒ Registration & Title ☐ Registration Only ☐ Title Only  
☐ Documented Vessel ☐ Registration Upgrade ☐ Reconstructed Title

TYPE OR PRINT ALL INFORMATION. ATTACH PROOF OF OWNERSHIP.

BUYER (S)	Buyer's Last Name/Company Name _____ First Name _____ M.I. _____ Mailing Address _____ City _____ State _____ ZIP Code _____ County # _____ Buyer's Email Address _____ Buyer's Driver's License Number/Company EIN _____ Co-Buyer Last Name _____ First Name _____ M.I. _____ Mailing Address _____ Co-Buyer's Date of Birth _____ City _____ State _____ ZIP Code _____ Co-Buyer's Phone Number _____ Co-Buyer's Email Address _____ Co-Buyer's Driver's License Number _____					H TAX AND FEES
	Date of Purchase _____ Line 1 \$ _____ Purchase Price Line 2 \$ _____ Trade-In Value 2a Trade-In Boat PA State Registration # _____ 2b Trade-In Boat Hull ID # (HIN) _____ Line 3 \$ _____ Taxable Total - Subtract Line 2 from Line 1					
	When applying for title with a co-owner other than your spouse, check one of the blocks below. If no block is checked, title will be issued as "Tenants in Common." A. <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner). B. <input type="checkbox"/> Tenants in Common (on death of one owner, interest goes to his or her heirs or estate).					
	Allegheny County residents multiply Line 3 by 0.07. Philadelphia residents multiply Line 3 by 0.08. Residents of other counties multiply by 0.06 and show amount on Line 4 below.					
BOAT	Hull Identification Number (HIN) _____ Make of Boat _____ Model Name/Number _____ Year _____ Ft. _____ In. _____ Type _____ Hull Material _____ Engine Drive _____ Fuel _____ Prop _____ Use _____					Line 4 \$ _____ Total Sales Tax Amount Line 5 \$ _____ Tax Credit (paid to another state or dealer) Line 6 \$ _____ Sales Tax Due - Subtract Line 5 from Line 4 Line 7 (# of Dup Cards) _____ x \$3 ea. _____ Line 8 \$ _____ Registration Fee (see instructions) Line 9 \$ _____ Title Fee (\$15) Line 10 \$ _____ Lien Encumbrance Fee (\$5) Line 11 \$ _____ Grand Total - Add Lines 6, 7, 8, 9 & 10
	Optional: Complete only if your lien holder requires outboard motor data on the title. Outboard Motor #1 _____ Outboard Motor Serial Number _____ Manufacturer _____ Horsepower _____ Outboard Motor #2 _____ Outboard Motor Serial Number _____ Manufacturer _____ Horsepower _____					
LIEN	IS THERE A LIEN ON THIS BOAT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If yes, you MUST complete this section) Name of Lien Holder _____ Mailing Address _____ Date of Lien _____ City _____ State _____ ZIP Code _____ Phone Number _____					MAKE CHECK PAYABLE TO: PA Fish & Boat Commission I _____ Applicant or Dealer Sales Tax License Number _____ PA Sales Tax Exemption Code _____ (See Instructions)
	I AM THE (CHECK ONE BLOCK): <input type="checkbox"/> Registered or Titled Owner <input type="checkbox"/> Seller who is NOT the Registered or Titled Owner <input type="checkbox"/> Boat Dealer Last Name _____ First Name _____ M.I. _____ Mailing Address _____ Date of Birth _____ City _____ State _____ ZIP Code _____ Phone Number _____					
SELLER	Temporary Expires (mm/dd/yy) _____ Issuing Agent Number _____ Name of Agency _____ I/We certify under penalty of law (18 P.S. C.S. 4904 (relating to unsworn falsification to authorities)) the statements made herein are true and correct to the best of my/our knowledge, information and belief.					Was this boat ever registered or titled in PA or another state? YES <input type="checkbox"/> NO <input type="checkbox"/> Current Boat Registration or Title Number _____
	Signature of Buyer _____ Signature of Seller/Owner/Dealer _____ Signature of Co-Owner _____ Date: _____					

OWNER

Exhibit A

Case# 2022-01888-0 - JUDGE:40 Received at County of Bucks Prothonotary on 04/25/2022 11:28 AM, Fee = \$258.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Michael Douglas Power, Esq.



## VERIFICATION

I, Michael Power, Esq., hereby state that I am counsel for the plaintiff in the within action and that the facts set forth in the foregoing Complaint are true and correct to the best of my client's knowledge, information and belief. I am authorized by my client to execute this verification. This statement is being made subject to the penalties of 18 Pa, C.S. Section 4904 relating to unsworn falsification to authorities.



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Michael Power, Esq.

## Bucks County Web Viewer and E-Filing

Case #2022-01888

<b>Case Number</b>	2022-01888
<b>Matter Code</b>	
<b>Commencement Date</b>	4/25/2022 11:28:38 AM
<b>Case Type</b>	COMPLAINT
<b>PFA Number</b>	
<b>Caption Plaintiff</b>	BIDDLE, JENNIFER
<b>Caption Defendant</b>	REC BOAT HOLDINGS D/B/A
<b>Lis Pendens Indicator</b>	No
<b>Status</b>	1
<b>Judge</b>	JEFFREY G. TRAUGER
<b>Parcel Number</b>	
<b>Remarks</b>	COMPLAINT CONTRACT OTHER LEMON LAW with NOTICE TO DEFEND
<b>Sealed</b>	No
<b>Consolidated</b>	No

☐ Plaintiffs ☐

	Name	Address	Counsel	Notify	Sequence	ProSe
Select	BIDDLE, JENNIFER	17 GRANITE ROAD LEVITTOWN, PA 19057 UNITED STATES	Power, Michael Douglas	Yes	1	
Select	FRENIER, PAUL	17 GRANITE ROAD LEVITTOWN, PA 19057 UNITED STATES	Power, Michael Douglas	Yes	2	

☐ Defendants ☐

	Name	Address	Counsel	Notify	Sequence	ProSe
Select	REC BOAT HOLDINGS D/B/A (FOUR WINNS)	925 FRISBIE STREET CADILLAC, MI 49601 UNITED STATES		Yes	1	
Select	ANCHOR BOATS	448 N MAULDIN ST. NORTH EAST, MD 21901 UNITED STATES		Yes	2	

☐ Docket Entries ☐

	Seq.	Filing Date		Docket Text	Sealed	Filing ID
Select <input type="checkbox"/>	0	4/25/2022 11:28:38 AM	E	COMPLAINT CONTRACT OTHER LEMON LAW with NOTICE TO DEFEND	No	13092519

Exhibit A